

Panaji, 17th March, 1988 (Phalguna 27, 1909)

SERIES III No. 51

OFFICIAL



GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Irrigation Department

Works Division II — Fatorda - Margao, Goa.

Notification

No. ID/WDII/Adm./F.284/1608/87-88

Notification under Section 22(f) of Goa, Daman and Diu Irrigation Act, 1973, whereas I, Shri P. B. Purohit, Canal Officer, South Goa is satisfied that the supply of water in Khandepar river and all the rivers connected to Khandepar river upstream of Opa Water Works is dwindling day by day and very critical situation is likely to occur at Opa Water Treatment Plant which is supplying drinking water to Panaji, Ponda, Margao, Vasco and other places.

Now therefore, in exercise of the powers conferred on me by Section 22(f) of Goa, Daman and Diu, Irrigation Act 1973, I, Shri P. B. Purohit, Canal Officer, South Goa hereby declare that the drawal of water from river Khandepar and its tributaries upstream of Opa Water Works is likely to be prohibited in the months of March, 1988 to May, 1988 without further notice.

Margao, 27th February, 1988. — The Canal Officer, P. B. Purohit.

Department of Community Development and Panchayats

Office of the Collector
South Goa District, Margao

Notification

No. 71/5/87-ELN-VP

In pursuance of the provisions of Section 15 of the Goa, Daman and Diu Village Panchayats Regulation 1962 (No. 9 of 1962) read with Sub-Rule (2) of Rule 53 of the Goa, Daman and Diu Village Panchayat (Election Procedure) Rules 1967 it is hereby notified for public information that Smt. Shobhana Suresh Nalk of Baga Savordem has been elected to fill the reserved seat in Ward No. 5 (Five) of Sanvordem Village Panchayat in Sanguem Taluka.

Margao, 23rd February, 1988. — The Collector, South Goa District Margao, S. K. Gathwal.

Notification

No. 71/5/87-ELN-VP

In pursuance of the provisions of Section 15 of the Goa, Daman and Diu Village Panchayats Regulation 1962 (No. 9 of 1962) read with Sub-Rule (2) of Rule 53 of the Goa, Daman and Diu Village Panchayat, (Election Procedure) Rules 1967 it is hereby notified for the public information that Shri Sadanand Krishna Naik of Madel Sanvordem has been elected to fill the unreserved seat in Ward No. 2 (two) of Sanvordem Village Panchayat in Sanguem Taluka.

Margao, 23rd February, 1988. — The Collector, South Goa District Margao, S. K. Gathwal.

Public Works Department

Office of the Chief Engineer

Order

No. 5/2/80/CE-PWD-ADM(I)/1715

Whereas the Executive Engineer, Works Division III (PHE) in his report No. 9/6/87/PHE/Adm/96 dated 21-1-88, intimated this office that Shri Domingos Fernandes, Assistant Plumber on Regular Establishment, absconded from his Official duties with effect from 23-12-1981 onwards without authorisation.

And Whereas the said Executive Engineer stated further that he issued Memo No. 3/49/81/PHE-N/PWD/ADM/91 dated 6-1-82 and Memorandum No. 3/43/87/PHE/PWD/ADM/753 dated 2-12-87 to Shri Domingos Fernandes, Assistant Plumber, directing him to report for duty immediately, failing which, his services would be terminated.

And Whereas Shri Domingos Fernandes, even after issue of above Memo/Memorandum continued absconding from his duties till date and his whereabouts are not known.

Now, therefore, the undersigned in exercise of the powers vested in me under Rule 19(ii) of C.C.S. (C.C.A) Rules, 1965, hereby removes from service Shri Domingos Fernandes, Assistant Plumber, with effect from 23-12-81 the date on which Shri Domingos Fernandes, Assistant Plumber, absconded from his duties by imposing the following penalty:

"Removal from service which shall not be a disqualification for further employment under the Government".

Panaji, 2nd March, 1988. — The Chief Engineer, C. G. Hede.

Works Division V (Bldgs.) Panaji - Goa

Tender Notice No. PWD/WDV/Bldgs./ASW/F.2/33/87-88

The Executive Engineer, Works Division V, (Bldgs.), P.W.D., Panaji Goa, invites on behalf of the Governor of Goa, sealed percentage rate tenders from the approved and eligible contractors of Goa, PWD/CPWD/MES/Railway upto 15.00 hours on 23rd March, 1988 for the works mentioned below:

Sr. No.	Description	Estimated cost Rs.	E. M. D. Rs.	Time limit	Class of contractor	Cost of tender Rs.
1.	Repair to two room G. P. School Bldg. at Van Maulinguem in Bicholim Taluka.	Rs. 39,445-20	Rs. 986/-	60 days	IV & above	Rs. 30/-
2.	Repairs and painting to Govt. Primary School building at Gudem, Siolim in Bardez Taluka.	Rs. 26,440-26	Rs. 661/-	60 days	IV & above	Rs. 30/-
3.	Various repairs to Govt. Primary Schools: (1) Pernem, (2) Torcem, (3) Mopa, (4) Tamoshem, (5) Ugavem I and II, (6) Vitaldavi, (7) Parastem, (8) Chinchola, (9) Tiswadi, (10) Aroba, (11) Ibrampur, (12) Ozari Madkaiwada, (13) Maturli, (14) Oselbag and (15) Nagzar in Pernem-Goa.	Rs. 88,644-31	Rs. 2,216/-	90 days	IV & above	Rs. 30/-
4.	Various repairs to Govt. Primary School Bldg. at Rail Siolim in Bardez Taluka.	Rs. 24,393-19	Rs. 610/-	60 days	IV & above	Rs. 30/-
5.	Urgent repairs to Govt. Primary School at Amal in Pernem Taluka.	Rs. 33,024-50	Rs. 826/-	60 days	IV & above	Rs. 30/-
6.	Construction of 'B' type Qtrs. (G+1) 3 Nos. for Electricity Dept. at Tivim (additional works) Sub-Estimate I.	Rs. 25,723-75	Rs. 643/-	45 days	IV & above	Rs. 30/-
7.	Various repairs to Govt. High School Building at Gothanwada Ozarim in Pernem Taluka.	Rs. 32,732-30	Rs. 818/-	60 days	IV & above	Rs. 30/-
8.	Repairs of proposed Balwadi Bldg. in Bardez Taluka.	Rs. 39,694-21	Rs. 993/-	60 days	IV & above	Rs. 30/-
9.	Repairs to one room Govt. Primary School Bldg. at Maine-Navelim in Bicholim Taluka.	Rs. 25,490-00	Rs. 638/-	45 days	IV & above	Rs. 30/-
10.	Repair work to Govt. Primary School Bldg. at Kelbaiwada, Mayem Bicholim.	Rs. 18,417-67	Rs. 461/-	30 days	V & above	Rs. 30/-
11.	Repairs to 4 rooms G.P.S. and library Building at Ambeshiwada in Bicholim Taluka.	Rs. 17,927-11	Rs. 448/-	30 days	V & above	Rs. 30/-
12.	Deepening and desilting of well of Asilo Hospital Mapusa - Goa.	Rs. 6,985-87	Rs. 175/-	30 days	V & above	Rs. 30/-

Tenders will be received upto 3.00 p.m. on 23rd March, 1988, and will be opened at 3.30 p.m. on the same day. Earnest Money Deposit should be deposited in the form of Deposit in Post Office Saving Bank pledged to Executive Engineer, P.W.D., Works Division V, (Bldgs.) Panaji - Goa and the same should be enclosed with the tender. In no case, the E.M.D. in any other form including hard cash will be accepted.

Tender forms will be issued on all working days upto 12.00 hours on 21st March, 1988. The contractor must produce valid Income-tax Clearance Certificate before the issue of Tender forms.

Right to accept or reject any or all the tenders without assigning any reason thereof is reserved.

Panaji, 5th March, 1988. — The Executive Engineer, Sd/-.

Tender Notice No. PWD/WDV/Bldgs./ASW/F.2/32/87-88

The Executive Engineer, Works Division V, (Bldgs.), P.W.D., Panaji - Goa, invites on behalf of the Governor of Goa, sealed item rate tenders from the approved and eligible contractors of Goa PWD/CPWD/MES/Railways upto 15.00 hours on 28th March for the Works mentioned below: —

Sr. No.	Description	Estimated cost Rs.	E. M. D. Rs.	Time limit	Class of contractor	Cost of tender Rs.
1.	Construction of 50 cu.m overhead water tank with pump house and Sump well for Asilo Hospital at Mapusa.	2,05,788-00	5,145/-	180 days excluding monsoon	III & above	100/-
2.	Construction of 50 cu.m overhead water tank with pump house and Sump well for Police Station at Calangute.	2,05,788-00	5,145/-	180 days excluding monsoon	III & above	100/-
3.	Renovation of roofing of O.T. and other miscellaneous work to Asilo Hospital, Mapusa Bardez Taluka.	1,12,236-00	2,806/-	120 days excluding monsoon	III & above	100/-
4.	Replacement of water pipes to Central Jail at Aguada, Bardez Taluka.	1,05,123-00	2,628/-	90 days excluding monsoon	III & above	100/-

Tenders will be received upto 3.00 p.m. on 28th March, 1988, and will be opened at 3.30 p.m. on the same day. Earnest Money Deposit should be deposited in the form of Deposit in Post Office Saving Bank pledged to Executive Engineer, P.W.D., Works Division V, (Bldgs.), Panaji - Goa, and the same should be enclosed with the tender. In no case, the E.M.D. in any other form including hard cash will be accepted.

Tender forms will be issued on all working days upto 12.00 hours on 25th March, 1988. The contractor must produce valid Income-tax Clearance Certificate before the issue of Tender forms.

Right to accept or reject any or all the tenders without assigning any reason thereof is reserved.

Panaji, 5th March, 1988. — The Executive Engineer, Sd/-.

Works Division IX (PHE), Fatorda - Margao, Goa

Tender Notice No. PWD-IX/2062/28/87-88

The Executive Engineer, Works Division IX (PHE), P.W.D., Margao-Goa, invites sealed percentage rate tender from approved and eligible contractors of P.W.D., and those of appropriate list of Union Territories/State PWD/MES/Railways upto 3.00 p.m. on 25-3-1988 for the following work:—

Sr. No.	Name of work	Estimated cost Rs.	Earnest money deposit Rs.	Category of contractor	Time limit	Cost of tender Rs.
1.	Procurement of C. I. Stand Posts.	25,792.00	645.00	Class V & above	60 days incl. monsoon	30/-

The tenders will be opened after 3.30 p.m. on the same day in the presence of tenderers or their authorised representatives who may choose to be present. The tender forms containing conditions of contracts etc., will be issued upto 4.00 p.m. till 23-3-1988 on payment of cost of tender (non-refundable) in cash. If required by post an amount of Rs. 25/- will be charged extra. Regarding issue of tender forms this office can be contacted from 14-3-1988 onwards during working hours.

Earnest Money against work should be deposited in Post Office Saving Bank pledged in favour of Executive Engineer, P.W.D., Margao, and the pass book should be

submitted alongwith the tender documents. The tender of those contractors who do not deposit earnest money in prescribed manner is liable to be rejected.

The intending tenderers are requested to produce valid Income-tax Clearance Certificate at the time of issue of tenders.

Right to reject any or all tenders without assigning any reason whatsoever is reserved with the authority competent to accept the tender.

Margao, 27th February, 1988. — The Executive Engineer, T. K. Mohandas.

Civil Supplies Department

Notification

No. 11/4-1/87-CSD

In exercise of the powers conferred by clause 10 of the Cement Control Order 1967, the Government of Goa directs that ordinary portland cement (in 8×10 construction jute bags) of indigenous origin should not be sold wholesale at price exceeding those mentioned in column 2 per tonne at Railway Station with effect from 1-1-1988.

Packing	Wholesale price
i) Conventional jute bags	Rs. 976-45
ii) N.C.B. light weight jute bags (446 GMS)	Rs. 965-75
iii) N.C.B. jute synthetic union (416 GMS)	Rs. 965-05

Panaji, 3rd March, 1988. — B. V. Dessai, Under Secretary Civil Supplies.

Transport Department

Office of the District Magistrate
North Goa District, Panaji

Notification

No. 23/2/88(3)/MAG/427

In exercise of the powers conferred by section 74 of the Motor Vehicles Act, 1939 (Central Act 4 of 1939), read with Government Notification No. HD-25-5389/65 dated 5th June, 1965, I, Denghnuna, District Magistrate, Goa, Panaji being satisfied that it is necessary in the interest of public safety hereby prohibit running of motor vehicles on the portion of St. Inez Miramar road between Fire Station and Sewage Treatment Plant at Tonca upto 30th April, 1988 with effect from the date of issue of this Notification in order to enable the P.W.D. authorities to execute the work of repairs to the Sewerage Pipeline.

All the motor vehicles presently passing through the said portion of the road are hereby diverted as follows:—

1. Traffic from St. Inez and Bhatulem going to Tonca Miramar will take diversion at St. Inez junction (near Gomantak Press) and go to D. B. Bhandodkar Marg via Military Hospital.
2. The traffic from Tonca Junction bound to St. Inez will take diversion near PWD, WD IV to D.B. Bhandodkar Marg and join the said road at Shivam Building (via La-Campal Colony) or Miramar Junction near Dhempo College.

Panaji, 3rd March, 1988. — The District Magistrate, North Goa, District, Denghnuna.

Notification

No. 23/2/88(3)/MAG/427

In exercise of the powers conferred by section 75 of the Motor Vehicles Act, 1939, (Central Act 4 of 1939), read with the Government Notification No. HD-25-5389/65 dated 5th June, 1965, I, Denghnuna, District Magistrate, North Goa District, Panaji hereby cause to be erected the traffic signs specified in col. 3 of the Schedule in the public places specified in col. 2 of the Schedule for the purposes of regulating motor vehicle traffic.

SCHEDULE

Sr. No.	Name of public place	Type of traffic sign	No. of traffic sign
1	2	3	4
1.	Portion of St. Inez Miramar road between Fire Station and Sewage Treatment Plant at Tonca.	"Road Closed"	2

Panaji, 3rd March, 1988. — The District Magistrate, North Goa, District, Denghnuna.

Notification

No. 23/83/6/MAG(3)-263

In exercise of the powers conferred by section 75 of the Motor Vehicles Act, 1939, (Central Act 4 of 1939), read with the Government Notification No. HD-25-5389/65 dated 5th June, 1965, I, Denghuna, District Magistrate, North Goa, Panaji hereby cause to be erected the traffic signs specified in col. 3 of the Schedule in the public places specified in col. 2 of the Schedule for the purposes of regulating motor vehicle traffic.

SCHEDULE

Sr. No.	Name of public place	Type of traffic sign	No. of traffic sign
1	2	3	4
1.	On the road near Old Milk Booth Centre at Housing Board Colony, Alto-Betim.	"Stop & Proceed"	2

Panaji, 3rd March, 1988. — The District Magistrate, North Goa, District, *Denghuna*.

Law (Establishment) Department

Order

No. 7-1-86/LD(PF)

Whereas Shri Atchutananda G. Narvekar, r/o Duler, Mapusa, Goa, has applied for the change of his name from "Atchutananda Narvencar" to "Sanyog Narvekar".

And whereas formalities prescribed for the purpose in Nos. 1 to 3 of Art. 178 of the *Codigo do Registo Civil* have been complied with and notice of change of name from "Atchutananda Narvencar" to "Sanyog Narvekar" as per Government's No Objection has been published.

Now, therefore the Governor of Goa is pleased to grant the said request made by the said Shri Atchutananda G. Narvekar and to hereby authorise him to publish this order in the Official Gazette and to apply for endorsement in the respective registration as per No. 4 of the said Art. 178 of the "*Codigo do Registo Civil*".

By order and in the name of the Governor of Goa.

M. Raghuchander, Law Secretary.

Panaji, 3rd February, 1988.

V. No. 6208/1988

Department of Inland Water Transport

Mormugao Port Trust

Notification

No. 2-GA(3)/Amndt. Regs./87

The following regulations which the Board of Trustees of Mormugao Port have made in exercise of the powers conferred by section 123 of the Major Port Trusts Act, 1963, further to amend the Mormugao Port Trust (Licencing of Stevedores) Regulations, 1985, are hereby published as required by sub-section (2) of Section 124 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that approval of the Central Government to the said regulations will be applied for on or after the expiry of a period of fourteen days from the date of which the said regulations are first published in this Gazette.

1. *Short title and Commencement.* — i) These regulations may be called the Mormugao Port Trust (Licencing of Stevedores) Regulations, 1987.

ii) They shall come into force on the date the approval of the Central Government to these regulations is published in the Official Gazette.

2. *Definitions.* — In these regulations, unless the context otherwise requires: —

i) 'Act' means the Major Port Trust Act, 1963.

ii) 'Board' means the Board of Trustees of the Port of Mormugao as constituted under the Act.

iii) 'Chairman' means the Chairman of the Board.

iv) 'Form' means Form annexed to these regulations.

v) 'Stevedores' means a person to whom stevedoring licence has been given under regulation 3.

vi) 'Traffic Manager' means the Officer for the time being in charge of the Traffic Department of the Mormugao Port Trust and includes the deputies and assistants to the Traffic Manager and any other Officer acting under the authority of the Traffic Manager.

3. *Issue of Stevedoring Licence.* — 1) The Chairman may issue stevedoring licences for a period of two years on application, to persons to act as Stevedores at the Port to perform the work of landing and shipping of goods between vessels in the Port and the wharves, piers, quays or docks, transhippers and any other work involved in the Stevedoring of vessels, within the Port.

2) No Stevedores shall be allowed to work on board any vessel in the Port except under a licence issued by the Board under these regulations.

4. *Production of evidence of stevedoring work done.* — No Licence for stevedoring be granted unless the applicant produces evidence for:

a) That he has maintained/would maintain the input/output norms of handling different commodities as may be laid down by the Board from time to time.

b) That his financial standing to meet the obligations to the workers and staff employed on account of wage and compensation under the Workmen's Compensation Act, 1923, Payment of Wages Act, 1936, Industrial Disputes Act, 1947 or any other law for the time being in force; and makes a deposit of rupees one lakh in cash or any other acceptable security which will be refunded/discharged after the termination/expiry of the licence.

c) That he undertakes to have in his employment such minimum staff and have in his possession such minimum gear as may be prescribed by the Board for undertaking stevedoring efficiently.

d) That the applicant shall pay a licence fee of Rs. 4,500/- before the licence is issued or renewed. Every licenced stevedore shall deposit a sum of Rs. 5,000/- as earnest money for the proper performance of work permitted under the licence. The earnest money will not carry any interest and will be refunded when the licence ceases, to operate after adjusting the claims, if any, of the Board.

e) That he shall also produce a Bank Guarantee for Rs. 1.00 lakh so as to meet any contingency.

(i) The vessel owners including container and steamer agents who have been operating in a Port for five years or more would be eligible for grant of a licence.

5. *Duties and Responsibilities of Stevedores.* — Every Stevedore, shall be subject to the following duties, obligations and responsibilities during the currency of stevedoring licence issued to him by the Board, namely:

a) he shall ensure due compliance by all the staff and the workers employed by him during the operation of landing and shipping or transshipping goods or work incidental thereto, of the provisions of the Indian Dock Labourers' Act, 1934, the Indian Dock Labourers' Regulations, 1948, the Dock Workers' (Safety, Health and Welfare) Scheme, 1961 and notifications issued thereunder, the Industrial Disputes Act, 1947, the Payment of Bonus Act, 1965, and Rules, Regulations and Schemes issued thereunder relating to such operations and for the time being in force;

b) he shall carry out the operations with his own gear arranged by him;

c) he shall be solely responsible for any accident or damage resulting from the use of any gear used by him;

d) he shall comply with all accepted safe practices in relation to operations performed by him;

e) he shall indemnify the Board against all third party claims arising out of operations performed by him;

f) whenever the Port Trust/Board has to pay compensation to any of its employees or workers of his dependants under the provisions of the Workmen's Compensation Act, 1923, in consequence of any accident arising out of, and during the course of, work performed by a Stevedore or any employee or worker employed by him, the Stevedore shall reimburse the Board any sum so paid and for such purpose, the amount of the compensation as determined under the Workmen's Compensation Act, 1923, shall be taken as binding and conclusive between the Board and the Stevedore;

g) if any gear, plant and other property of the Board is damaged in the course of any such operation, the Stevedores shall compensate the Board for such loss or damage, the extent of which shall be decided by the Chairman after carrying out a proper enquiry;

h) he shall agree to refer any dispute or differences between him and the Mormugao Port Trust as to the payment of compensation, its quantum or any connected question to a sole Arbitrator nominated by the Port Trust/Board;

i) he shall be responsible to employ at least one experienced person to supervise in every vessel in respect of which he has undertaken the stevedoring operations;

j) he shall be responsible to ensure that such supervisor supervises the slinging or unslinging of goods in the hold, in between decks, in between docks that are provided with cross pins and fore and aft beams for all such beams fixed in their proper places and that the hatch covers are properly put on and effectively secured to prevent their displacement before commencing work and also ensure that the crane chain is not taken out of the square of the hatchway and that the hook does not catch coamings or foul any of the aspects of the gear or damage any structure or erection ashore;

k) he shall submit promptly any information asked for by the Chairman or the Traffic Manager from time to time;

l) he shall ensure that all the dues of the Mormugao Port Trust and Mormugao Dock Labour Board are paid on the appointment date, failing which his licence shall not be renewable and be liable to be cancelled under these regulations;

m) he shall provide for adequate supervision over the workers employed by him in order to ensure maximum productivity consistent with the requirements of safety;

n) he shall provide all the necessary gear, equipment duly tested for the respective type of cargo;

o) he shall produce the gear, equipment, with necessary annealing and test certificates, for inspection periodically or whenever demanded by the Inspector, Dock Safety or the Traffic Manager;

p) he shall provide the workers necessary protective safety appliances appropriate for the type of cargo;

q) he shall get the work of stevedoring done only through his own staff and the staff and workers drawn from the Mormugao Dock Labour Board;

r) he shall ensure that the workers are available at the work site through out the shift period and render the optimum output and shall take effective steps to improve the performance, whenever output falls below normal;

s) he shall make adequate arrangements for ancillary operations such as, filling, stitching and breaking of cargo, stacking of cargo, stowage of cargo on board the vessel;

t) he shall undertake to pay to workers engaged by him wages in accordance with the terms of wage settlement arrived at between the Central Government and the Federations of Port and Dock Workers' from time to time;

u) he shall not assign, transfer or in any manner part with any interest or benefit in or under the licence to any other person without the prior approval in writing of the Chairman;

v) he shall comply with such instructions as may be issued from time to time by the Traffic Manager in the interest of safety, improved productivity and labour discipline;

w) save as otherwise provided in these regulations, the Stevedore shall comply with the provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908 and Rules and Regulations framed thereunder.

6. *Application for Grant/Renewal of Licence.*—1) The application for grant or renewal of stevedoring licence shall be made in Form—A to the Traffic Manager.

2) The applicant shall pay a licence fee of Rs. 4500/- before the licence is issued or renewed. Every licensed Stevedore shall deposit a sum of Rs. 5,000/- as earnest money for the proper performance of work permitted under the licence. The earnest money will not carry any interest and will be refunded when the licence ceases to operate after adjusting the claims, if any of the Board. The earnest money shall be liable to be forfeited for breach of all or any of the terms and conditions of the licence or for breach of all or any of the provisions of these regulations.

3) Every licence granted or renewed under these regulations shall be in Form 'B'.

4) The application for renewal of stevedore licence shall be made at least one month before the expiry of the licence. If application for renewal is not received with the stipulated period of one month, such applications may be accepted on payment of Rs. 50/- by the Board, provided that the application renewal together with the late fee is received by the Traffic Manager before the actual date of expiry of the licence.

5) The Stevedore shall produce a Bank Guarantee for Rs. 1.00 lakh so as to meet any contingency.

6) In the event of loss or defacing of the original licence, a duplicate licence may be obtained on an application made to the Traffic Manager on payment of rupees one hundred.

7. *Change in name, constitution, etc. to be communicated.*—1) Where the Stevedore is a firm or a Company, it shall immediately be communicated to the Chairman any change in the Director, Managing Director or Partners, as the case may be, with a copy of the document in support of the such change.

2) Any change in the name, title or constitution of a firm or a Company holding a stevedoring licence shall be communicated to the Chairman forthwith. The firm or Company undergoing such a change shall submit a fresh application for the grant of new licence, provided that the Chairman may allow such firm or company to carry on business till a decision is taken on such fresh application.

8. *Power of Chairman to suspend a licence pending enquiry.*—The Chairman shall take decision in the matter of any violation of the terms and conditions of the stevedoring licence by the Stevedore. The Chairman, pending enquiry, may suspend the licence issued to a stevedore for a period not exceeding three months if he finds it expedient and necessary to do so in the interest of the Port.

9. *Suspension of Licences.*—1) The Board may at any time suspend for such period as it may deem fit or cancel the licence issued to a Stevedore for violation of any of the terms of the licence or for any of the reasons listed below:—

- i) Consistent violation for safety precautions.
- ii) Consistent low productivity.
- iii) Consistent lack of supervision over stevedoring workers.
- iv) Consistent improper and unsafe handling of packages.
- v) Misrepresentation or mis-statement of material facts.
- vi) On the stevedore being adjudged insolvent or has gone into liquidation.
- vii) Causing obstruction to any work in the Port.
- viii) Sub-letting of work to any other individual parties.
- ix) Any mis-conduct which in the opinion of the Board warrants such cancellation or suspension.

2) No Stevedoring Licence shall be cancelled or suspended until the stevedore has been given a reasonable opportunity for showing cause why his licence should not be cancelled or suspended and after recording of reasons for such cancellation or suspension.

10. *Appeal.*—1) Any person aggrieved under these regulations can prefer appeal to the Central Government only in respect of cases relating to cancellation/suspension/refusal

to issue licences, and not other matters. He may prefer an appeal in writing to the Central Government within 30 days of the communication of the order appealed against.

2) The Central Government shall pass such order on the appeal as it deems fit after giving an opportunity of being heard to the Appellant.

3) Notwithstanding anything contained in sub-regulation (1) an appeal may be admitted after the period of thirty days if the Appellant satisfied the Central Government that he had sufficient cause for not making an application within such period.

11. *Repeal.* — 1) On coming into force of these Regulations so much of any regulations in force for the purpose in Mormugao Port as related to the matters covered by these regulations shall stand repealed.

2) Notwithstanding such repeal anything done or any action taken under such regulations shall in so far as such thing or action is not inconsistent with the provisions of these Regulations to be deemed to have been done or taken under the provisions aforesaid as if they were in force when such thing was done or such action was taken and shall continue in force accordingly.

FORM 'A'

MORMUGAO PORT TRUST

Traffic Department

To,

The Traffic Manager,
Mormugao Port Trust,

Application Form for the Grant/Renewal of Stevedoring
Licence, for the period of two years

1. Name of the applicant. :
2. Whether individual, firm or Company. :
3. Full address. :
4. Name/s of the steamship Company/
/Charterer of Ships/Owner of Cargo,
with whom the contract for stevedoring
their vessel/cargo subsists or is
proposed to be entered. :
5. Previous experience in the field. (The
cargo and tonnage stevedored in the
previous 3 years to be furnished). :
6. Amount of financial ability to meet
the obligations on account of wages,
compensation under Workmen's Com-
pensation Act Etc. (A certificate
from the Bankers as to the financial
ability and Income Tax Clearance
Certificate to be produced). :
7. Whether the applicant has/is willing
to acquire adequate gear for steve-
doring the contracted vessel/cargo?
(List of gear with necessary certifi-
cate to be furnished). :
8. Whether the applicant has cleared
all the bills, if any, on account of
transaction he/they had with Mor-
mugao Port Trust, Dock Labour
Board and the Labour engaged
directly through the contractor for
cargo handling operations. (Proof of
clearance/certificate to be produced). :
9. Whether the licence fee has been
paid. If so, a receipt should be
produced. :
10. Total tonnage expected to handle as
a stevedore for the year for which
licence has been requested. :

i) Ore ... tonnes ... tonnes.
ii) General Cargo ... tonnes ... tonnes.
iii) TOTAL ... tonnes ... tonnes.

11. Tonnage handled yearwise for the
last 2 years.

i) Ore ... tonnes ... tonnes.
ii) General Cargo ... tonnes ... tonnes.
iii) TOTAL ... tonnes ... tonnes.

We affirm that the particulars given are true to the best
of my knowledge and behalf:

We agree to furnish any other information/produce any
record for inspection as may be required, to consider the
request for grant of licence.

We agree to abide by the Mormugao Port Trust (licensing
of stevedores) Regulations, 1986, and to comply with the
directions made by the Mormugao Port Trust, from time to
time, if the licence is issued/renewed.

Place:

Dated: Signature of the applicant.

FORM 'B'

MORMUGAO PORT TRUST

Traffic Department

Licence for undertaking stevedoring operations
at the Mormugao Port

1. Name of the Licensee. :
2. Address. :
3. Period for which the licence is
granted. :
4. Any other particulars required to be
mentioned. :
5. :
6. :
7. :

Signature of Licensing Authority. ...

Designation ...

Place ...

Seal

Conditions:

- (a) He shall ensure due compliance by all the staff and
the workers employed by him during the operation
of landing and shipping or transshipping good or work
incidental thereto, of the provisions of the Indian Dock
Labourers' Act, 1934, the Indian Dock Labourers Regu-
lations, 1948, the Dock Workers' (Safety, Health and
Welfare) Scheme, 1961 and notifications issued there-
under, the Industrial Disputes Act, 1947, the Payment
of Bonus Act, 1965, and rules and Regulations and
schemes issued thereunder, relating to such operations
and for the time being in force;
- (b) He shall carry out the operations with his own gear
arranged by him;
- (c) He shall be solely responsible for any accident or
damage resulting from the use of any gear used by
him;
- (d) He shall comply with all accepted safe practices in
relation to operations performed by him;
- (e) He shall indemnify the Board against all third party
claims arising out of operations performed by him;
- (f) Whenever the Board has to pay compensation to any
of its employees or workers or his dependants under
the provisions of the Workmen's Compensation Act,
1923, in consequence of any accident arising out of,
and during the course of, work performed by the
Stevedore or any employee or worker employed by
him, the Stevedore shall reimburse the Board any
sum so paid and for such purpose, the amount of the
compensation as determined under the Workmen's
Compensation Act, 1923 shall be taken as binding and
conclusive between the Board and the Stevedore;
- (g) If any gear, plant and other property of the Board
is damaged in the course of any such operation, the
Stevedore shall compensate the Board for such loss

or damage, the extent of which shall be decided by the Chairman after carrying out a proper enquiry;

- (h) He shall agree to refer any dispute or difference between him and the Mormugao Port Trust as to the payment of compensation, its quantum or any connected question to a sole Arbitrator nominated by the Board;
- (i) He shall be responsible to employ at least one experienced person to supervise in every vessel in respect of which he has undertaken the stevedoring operations;
- (j) He shall be responsible to ensure that such supervisor supervises the slinging or unslinging of goods in the hold, in between decks, in between docks that are provided with cross bins and fore and aft beams for all such beams fixed in their proper places and that the hatch covers are properly put on and effectively secured to prevent their displacement before commencing work and also ensure that the crane chain is not taken out of the square of the hatch way and that the hook does not catch coemings or foul any of the aspects of the gear or damage any structure or erection shore;
- (k) He shall submit promptly any information asked for by the Chairman or the Traffic Manager from time to time;
- (l) He shall ensure that all the dues of the Mormugao Port Trust and Mormugao Dock Labour Board are paid on the appointed date failing which his licence shall not be renewable and be liable to be cancelled under these regulations;
- (m) He shall provide for adequate supervision over the workers employed by him in order to ensure maximum productivity consistent with the requirements of safety;
- (n) He shall provide all the necessary gear, equipment duly tested for the respective type of cargo;
- (o) He shall produce the gear, equipment, with necessary annealing and test certificates, for inspection periodically or whenever demanded by the Inspector, Docks Safety or the Traffic Manager;
- (p) He shall provide the workers necessary protective safety appliances appropriate for the type of cargo;
- (q) He shall get the work of stevedoring done only through his own staff and the staff and workers drawn from the Mormugao Dock Labour Board;
- (r) He shall ensure that the workers are available at the work site throughout the shift period and render the optimum output and shall take effective steps to improve the performance;
- (s) He shall make adequate arrangements for ancillary operations such as filling, stitching and breaking of cargo, stacking of cargo, stowage of cargo, etc. as may be directed by the Traffic Manager from time to time;
- (t) He shall undertake to pay to workers engaged by him wages in accordance with the terms of wage settlement arrived at between the Central Government and the Federations of Port and Dock Workers from time to time.
- (u) He shall not assign, transfer or in any manner part with any interest or benefit in or under the licence to any other person without the prior approval in writing of the Chairman;
- (v) He shall comply with such instructions as may be issued from time to time by the Traffic Manager in the interest of safety, improved productivity and labour discipline.

Mormugao Port Trust
Mormugao - Goa,
12th January, 1988.

By Order

A. B. GADGIL
Dy. Secretary

V. No. 5868/1988

(Translation)

मुरगांव पत्तन न्यास

अधिसूचना

संख्या २ जी. ए. (३) विनियम-संशोधन ८७

प्रमुख पत्तन न्यास अधिनियम, १९६३ की धारा १२३ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुरगांव पत्तन का न्यासी मण्डल मुरगांव पत्तन न्यास (स्टीवीडोरों को लाइसेंस देना) विनियम, १९८५ का और संशोधन करने के लिए निम्नलिखित विनियम बनाता है और कथित अधिनियम की धारा १२४ की उप-धारा (२) के अनुसार इसे सभी व्यक्तियों की जानकारी के लिए प्रकाशित करता जो इससे प्रभावित हो सकते हैं और इसके द्वारा नोटिस दी जाती है कि कथित विनियमों के लिए केन्द्रीय सरकार का अनुमोदन उस तारीख से अमल में आयेगा जिस तारीख को पहली बार इन विनियमों को इस राजपत्र में प्रकाशित करने की तारीख से चौदह दिन की अवधि समाप्त होती है।

१. संक्षिप्त नाम और आरम्भ :-

(१) इन विनियमों को मुरगांव पत्तन न्यास (स्टीवीडोरों को लाइसेंस देना) विनियम, १९८७ कहा जाएगा।

(२) ये विनियम उस तारीख से प्रभावी होंगे जिस तारीख को केन्द्रीय सरकार का अनुमोदन सरकारी राजपत्र में प्रकाशित किया जाता है।

२. परिभाषाएं :- इन विनियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो :-

(१) "अधिनियम" का अर्थ है प्रमुख पत्तन न्यास अधिनियम, १९६३

(२) "मण्डल" का अर्थ है अधिनियम के तहत गठित मुरगांव पत्तन का न्यासी मण्डल।

(३) "अध्यक्ष" का अर्थ है, मण्डल का अध्यक्ष।

(४) "फार्म" का अर्थ है, इन विनियमों के साथ संलग्न फार्म।

(५) "स्टीवीडोर" का अर्थ है, कोई व्यक्ति जिसे विनियम-३ के अंतर्गत स्टीवीडोरिंग का लाइसेंस दिया गया है।

(६) "यातायात प्रबन्धक" का अर्थ है, मुरगांव पत्तन न्यास के यातायात विभाग का अस्थायी प्रभारी अधिकारी, जिसमें यातायात प्रबन्धक के उप-अधिकारी तथा सहायक और यातायात प्रबन्धक के प्राधिकारी के अंतर्गत काम कर रहे कोई अन्य अधिकारी शामिल है।

३. स्टीवीडोरिंग लाइसेंस का जारी करना :-

(१) आवेदन करने पर पत्तन तथा घाटों, पत्तन घाटों, जहाजी घाटों या गोदियों में जहाजों के बीच माल उतारने और नौभरण यानांतरकों जहाजों के स्टीवीडोरिंग से सम्बन्धित अन्य किसी प्रकार का कार्य करने के लिए पत्तन से स्टीवीडोर के रूप से काम करने के लिए २ वर्ष की अवधि के लिए स्टीवीडोरिंग का लाइसेंस अध्यक्ष द्वारा जारी किया जा सकता है।

(२) किसी भी स्टीवीडोर को इन विनियमों के तहत मण्डल द्वारा जारी लाइसेंस के बिना किसी भी जलयान पर काम करने नहीं दिया जाएगा।

४. स्टीवीडोरिंग से सम्बन्धित किए गए कार्य का सबूत प्रस्तुत करना :- स्टीवीडोरिंग का लाइसेंस तब तक मंजूर नहीं किया जाएगा जब तक कि आवेदक निम्नलिखित सबूत पेश करता है कि :-

(क) समय-समय पर मण्डल द्वारा निर्धारित विभिन्न वस्तुओं के मानदण्ड के निविष्ट उत्पादन को बनाये रखा है बनाये रखेगा।

(ख) कामगार क्षतिपूर्ति अधिनियम, १९२३, वेतन अदायगी अधिनियम, १९३६, औद्योगिक विवाद अधिनियम, १९४७ या फिलहाल लागू किसी अन्य कानून के अंतर्गत नियोजित कामगारों और कर्मचारियों

के वेतन और प्रतिपूर्ति सम्बन्धी उत्तरदायित्व को पूरा करने के लिए अपनी वित्तीय दृढ़ता है और नकद एक लाख रुपये अथवा अन्य कोई स्वीकार्य जामिन जमा करायेंगा, जिसे कि लाइसेन्स को समाप्त करने/ लाइसेन्स की समाप्ति के बाद वापस/मुक्त किया जाएगा।

(ग) कुशल स्टीवीडोरिंग का काम करने के लिए मण्डल द्वारा निर्धारित न्यूनतम कर्मचारी उसके नियोजन में है और न्यूनतम गेयर उसके पास है।

(घ) लाइसेन्स जारी करने अथवा नवीकरण करने से पहले आवेदक को रु. ४,५०० - लाइसेन्स फीस की अदायगी करनी होगी। प्रत्येक लाइसेन्सधारी स्टीवीडोर को लाइसेन्स के तहत अनुमत काम के उचित निष्पादन के लिए बयाना धन के रूप में रु. ५,००० - जमा करना होगा। बयाना धन पर कोई व्याज नहीं दिया जाएगा और जब लाइसेन्स समाप्त हो जाता है, तो मण्डल के दावों का समंजन, यदि कोई हो, करने के बाद इसे वापस किया जाएगा।

(ङ) किसी आनुषंगिकता को पूरा करने के लिए उसे एक लाख रुपये के लिए बैंक गारंटी प्रस्तुत करना होगा।

(१) कटेनर तथा स्टीमर एजेंटों सहित जहाज के मालिक, जो पांच या इससे अधिक वर्ष तक पत्तन में जहाज का प्रचालन कर रहे हैं, वे लाइसेन्स की मंजूरी के लिए पात्र होंगे।

५. स्टीवीडोर के कर्तव्य तथा उत्तरदायित्व :-

मण्डल द्वारा जारी किए गए स्टीवीडोरिंग लाइसेन्स के प्रचलन के दौरान प्रत्येक स्टीवीडोर निम्नलिखित कर्तव्यों, दायित्व तथा जिम्मेदारी की शर्तों के अधीन होंगे, यथा ;

(क) वह यह सुनिश्चित करेगा कि उसके द्वारा नियोजित सभी कर्मचारी माल उतारने तथा नौभरण या यानांतरण या प्रासंगिक कार्यों के दौरान भारतीय गोदी कामगार अधिनियम, १९३४, भारतीय गोदी कामगार विनियम, १९४८, गोदी कामगार (सुरक्षा, स्वास्थ्य और कल्याण) योजना, १९६१ और उसके अंतर्गत जारी अधिसूचनाओं, औद्योगिक विवाद अधिनियम, १९४७, बोनस की अदायगी अधिनियम, १९६५ और फिलहाल लागू ऐसे कार्यों से सम्बन्धित उसके अंतर्गत जारी नियमों, विनियमों और योजनाओं के प्रावधानों का उचित अनुपालन करेंगे;

(ख) वह उसके द्वारा प्रबन्ध किये गये गेयर से काम करायेंगा;

(ग) उसके द्वारा प्रयुक्त किसी गेयर के कारण हुई किसी दुर्घटना अथवा क्षति के लिए वह अकेले उत्तरदायी होगा ;

(घ) उसके द्वारा निष्पादित कार्यों के सम्बन्ध में वह सभी स्वीकृत सुरक्षा प्रक्रियाओं का अनुपालन करेगा ;

(४) उसके द्वारा किये गये कार्यों से उत्पन्न तीसरे पक्ष के सभी दावों के सम्बन्ध में वह मण्डल को क्षतिपूर्ति करेगा ;

(च) किसी स्टीवीडोर या उसके द्वारा नियोजित किसी कर्मचारी या कामगार द्वारा कार्य के कारण और कार्य के दौरान हुई दुर्घटना के परिणामस्वरूप कामगार क्षतिपूर्ति अधिनियम, १९२३ के प्रावधानों के तहत पत्तन न्यास मण्डल को अपने किसी कर्मचारी अथवा कामगार अथवा उसके आश्रितों को क्षतिपूर्ति की अदायगी करनी पड़े, तो मण्डल को इस प्रकार अदा की गई रकम की प्रतिपूर्ति स्टीवीडोर करेगा और इस प्रकार के प्रयोजन के लिए कामगार क्षतिपूर्ति अधिनियम, १९२३ के अंतर्गत निर्धारित क्षतिपूर्ति की रकम मण्डल और स्टीवीडोर के बीच बंधनकारी और अंतिम होगी।

(छ) यदि इस प्रकार के किसी कार्य के दौरान मण्डल के किसी उपस्कर, संयंत्र तथा अन्य किसी सम्पत्ति को क्षति पहुंचती है, तो अध्यक्ष

द्वारा उचित जांच करवाने के बाद निर्णय की गई सीमा तक ऐसी हानि या क्षति के लिए स्टीवीडोर, मण्डल को प्रतिपूर्ति करेगा ;

(ज) उसके और मुरगांव पत्तन न्यास के बीच प्रतिपूर्ति की अदायगी, उसकी मात्रा अथवा सम्बन्धित प्रश्नों के विवाद या मतभेद को, पत्तन न्यास मण्डल द्वारा नामित एकमात्र मध्यस्थ को भेजने के लिए सहमत होगा ;

(झ) वह प्रत्येक जहाज, जिसके सम्बन्ध में उसने स्टीवीडोरिंग का काम हाथ में लिया है, से कम से कम एक अनुभवी व्यक्ति को पर्यवेक्षण के लिए नियोजन करने के लिए उत्तरदायी होगा ;

(ट) उस पर इस बात को सुनिश्चित करने की जिम्मेदारी होगी कि माल को हैच में, उतारते समय या हैच से माल को बाहर निकालते समय पर्यवेक्षक निरीक्षण करेगा कि होल्ड में, डेक के बीच, बोदियों के बीच में, जिसमें कि क्रास बीम्स और फोर एवं ऑफ्ट बीम्स का प्रावधान किया गया है, ऐसे सभी बीम्स जो अपने स्थान में उचित रूप में जड़े हुए हैं और हैच कवरों को ठीक ठाक बंद किया गया है तथा काम शुरू करने से पहले उनके स्थानान्तरण से बचने के लिए प्रभावी उपाय किये जाए तथा इस बातको सुनिश्चित किया जाए कि क्रेन के सांखलको हैच के आयाताकार से बाहर न ले जाया जाए और कोमिंग्स से हुक छू न जाए एवं गेयर की किसी भी भाग से उलझ न जाए अथवा समुद्रतट के स्थापन को क्षति न पहुंचाए।

(ठ) समय-समय पर अध्यक्ष अथवा यातायात प्रबन्धक द्वारा मांगी गई सूचना को वह तुरंत प्रस्तुत करेगा ;

(ड) वह यह सुनिश्चित करेगा कि मुरगांव पत्तन न्यास और मुरगांव गोदी श्रम मण्डलों को देय रकम नियुक्ति की तारीख को अदा की जाती है, अन्यथा इन विनियमों के तहत लाइसेन्स का नवीकरण नहीं किया जाएगा और इसे रद्द किया जाएगा ;

(ढ) सुरक्षा की अपेक्षाओं के अनुरूप अधिकतम उत्पादकता को सुनिश्चित करने के लिए वह अपने द्वारा नियोजित कामगारों के संबंध में पर्याप्त पर्यवेक्षण उपलब्ध कराएगा ;

(ण) सम्बन्धित प्रकार के माल के लिए उचित परीक्षण किये गये सभी आवश्यक गेयर और उपकरण का प्रबन्ध करेगा ;

(त) वह आवधिक निरीक्षण अथवा गोदी सुरक्षा निरीक्षक या यातायात प्रबन्धक द्वारा मांग किए जाने पर आवश्यक सुदृढ़ और जांच प्रमाणपत्रों सहित गेयर और उपकरण प्रस्तुत करेगा ;

(थ) वह माल के किस्म के लिए आवश्यक उचित सुरक्षात्मक उपकरण कामगारों को उपलब्ध कराएगा ;

(द) वह स्टीवीडोरिंग का काम उसके अपने कर्मचारी और मुरगांव गोदी श्रम मण्डल से लिए गए कर्मचारी और कामगारों के माध्यम से ही कराएगा ;

(ध) वह यह सुनिश्चित करेगा कि कामगार संपूर्ण पारी अवधि के दौरान कार्यस्थल पर उपस्थित हो और अनुकूल उत्पादकता प्रदान करें तथा जब कभी उत्पादन कम हो जाए, तो निष्पादन सुधारने के लिए प्रभावी कदम उठायेगा ;

(न) माल भरने सिलाई करने, माल तोड़ने तथा माल को ढेर लगाने और जहाज पर माल सजाने जैसे अनुषंगी कार्यों के लिए पर्याप्त व्यवस्था करेगा ;

(प) वह अपने द्वारा नियोजित कामगारों को, केन्द्रीय सरकार और पत्तन तथो गोदी कामगार फेडरेशनों के बीच समय-समय पर हुए वेतन समझौतों के अनुसार वेतन अदा करने को बाध्य होगा ;

(फ) वह अध्यक्ष की लिखित अग्रिम स्वीकृति के बिना लाइसेंस में या उसके अंतर्गत किसी हित या लाभ को किसी भी प्रकार से अन्य व्यक्ति को न तो सौंपेगा, हस्तांतरित करेगा ;

(ब) वह सुरक्षा, सुधारी गई उत्पादकता तथा कामगार अनुशासन के हित में यातायात प्रबन्धक द्वारा समय-समय पर जारी आदेशों का पालन करेगा ;

(भ) इन विनियमों में अथवा किए गए प्रावधानों को छोड़कर, प्रमुख पत्तन न्यास अधिनियम, १९६३, भारतीय पत्तन अधिनियम, १९०८ तथा इसके तहत बने नियम व विनियमों का पालन स्टीवीडोर करेगा ;

६. लाइसेंस मंजूर करने / नवीकरण करने के लिए आवेदन :-

(१) स्टीवीडोरिंग लाइसेंस को मंजूर करने या नवीकरण करने के लिए फार्म "ए" में आवेदन यातायात प्रबन्धक को करना होगा ।

(२) लाइसेंस जारी करने या नवीकरण करने से पूर्व आवेदक को रु. ४,५०० - लाइसेंस फीस अदा करनी होगी । प्रत्येक लाइसेंसधारी स्टीवीडोर को, लाइसेंस के अंतर्गत अनुमत कार्य के उचित निष्पादन के लिए ५,००० रुपये की धरोहर राशि जमा करनी होगी । धरोहर राशि पर व्याज नहीं दी जाएगी और प्रचालन के लिए लाइसेंस समाप्त होने पर, मण्डल के दावे, यदि कोई हो, का समंजन करने के बाद वापस कर दी जाएगी । लाइसेंस के सभी अथवा किसी शर्त के उल्लंघन करने अथवा इन विनियमों के सभी या किसी प्रावधान के उल्लंघन करने पर धरोहर राशि जप्त की जाएगी ।

(३) इन विनियमों के अंतर्गत मंजूर या नवीकृत किया गया प्रत्येक लाइसेंस फार्म "बी" में होगा ।

(४) स्टीवीडोर लाइसेंस के नवीकरण के लिए आवेदन, लाइसेंस की समाप्ति से एक महीने पहले करना होगा । यदि नवीकरण का आवेदन एक महीने की निर्धारित अवधि के भीतर न किया गया हो, तो ऐसे आवेदन ५० रुपये की अदायगी करने पर मण्डल द्वारा स्वीकार किया जाएगा, बशर्ते कि नवीकरण का आवेदन विलम्ब शुल्क के साथ लाइसेंस की समाप्ति की वास्तविक तारीख से पूर्व यातायात प्रबन्धक के पास पहुंच जाता है ।

(५) किसी भी आकस्मिकता को पूरा करने के लिए स्टीवीडोर को एक लाख रुपये का बैंक गारंटी प्रस्तुत करना होगा ।

(६) इस लाइसेंस के गुम होने या विवृत हो जाने की स्थिति में १०० रुपये की अदायगी करने पर यातायात प्रबन्धक को आवेदन कर ड्यूलीकेट लाइसेंस प्राप्त किया जा सकता है ।

७. नाम, संगठन आदि से परिवर्तनों को सूचित किया जाता :-

(१) जहाँ स्टीवीडोर कोई फर्म या कंपनी है, वह निदेशक, प्रबन्ध निदेशक अथवा भागीदार, जो भी स्थिती हो, में किसी परिवर्तन को, ऐसे परिवर्तन के समर्थन में दस्तावेज की प्रतिलिपि सहित परिवर्तन की सूचना तत्काल पत्तन के अध्यक्ष को देना होगा ।

(२) स्टीवीडोर लाइसेंसधारी फर्म या कंपनी के नाम, स्वामित्व अथवा संगठन से होनेवाले किसी भी परिवर्तन को तत्काल पत्तन के अध्यक्ष को सूचित किया जाएगा. ऐसे परिवर्तन वाली फर्म या कंपनी को नए लाइसेंस की मंजूरी के लिए नया आवेदन करना होगा, बशर्ते कि अध्यक्ष ऐसी फर्म या कंपनी को उक्त नए आवेदन पर निर्णय लिए जाने के समय तक कारोबार जारी रखने की स्वीकृति देते हैं.

८. जांच-पड़ताल करने तक लाइसेंस को रद्द करने के संबंध से अध्यक्ष की शक्ति:-

स्टीवीडोर द्वारा स्टीवीडोरिंग से संबंधित लाइसेंस की शर्तों के किसी भी उल्लंघन के बारे से अध्यक्ष द्वारा निर्णय किया जाएगा । यदि पत्तन के

हित में उचित और ज़रूरी समझा जाए, तो अध्यक्ष, स्टीवीडोर को जारी लाइसेंस अधिक-से-अधिक तीन महीने के लिए, जांच पड़ताल होने तक लाइसेंस को निलम्बित करेगा.

९. लाइसेंस का निलम्बन:-

(१) मण्डल, किसी भी शर्त के उल्लंघन पर या नीचे द्योए गए किसी भी कारण से स्टीवीडोर को जारी लाइसेंस उस समय तक, जिसे वह उचित समझे निलम्बित अथवा रद्द कर सकता है:-

१) सुरक्षा उपायों का लगातार उल्लंघन करना ।

२) लगातार कम उत्पादन ।

३) स्टीवीडोर के कामगारों पर लगातार पर्यवेक्षण की कमी ।

४) पैकेजों का लगातार अनुचित तथा असुरक्षित समुहलाई ।

५) वास्तविक तथ्यों को अनुचित रूप से बताना या अनुचित विवरण देना ।

६) स्टीवीडोर के दीवालिया सिद्ध होने या परिसमापन हो जाने के कारण ।

७) पत्तन से किसी कार्य से स्कावट पैदा करना ।

८) काम को किसी अन्य व्यक्ति या पक्षों को किराए पर देना ।

९) कोई दुराचार, जिससे मण्डल के विचार में ऐसा रद्द करना अथवा निलम्बित करना उचित हो ।

(२) किसी भी स्टीवीडोरिंग लाइसेंस को रद्द या निरसित नहीं किया जाएगा, जब तक कि स्टीवीडोर को उसका लाइसेंस रद्द या निरसित करने, जो भी स्थिति हो, के बारे से कारण बताने का उचित अवसर नहीं दिया जाता और इस प्रकार के रद्द या निरसित करने के बारे से कारण दर्ज नहीं किए जाते हैं ।

१०. अपील:-

(१) इन विनियमों के तहत किसी भी व्यक्ति को हानि पहुंचती हो, तो वह लाइसेंस के रद्द करने / निरसित करने / लाइसेंस जारी करने के लिए अस्वीकार करने के विषयों के सम्बन्ध में केन्द्रीय सरकार को अपील कर सकता है। अपील के विरुद्ध आदेश की सूचना देने के ३० दिन के भीतर वह लिखित रूप से केन्द्रीय सरकार को अपील कर सकता है ।

(२) केन्द्रीय सरकार, अपीलकर्ता को सुनवाई का अवसर देने के बाद, जैसा उचित समझे अपील कर आदेश पारित कर सकती है ।

(३) उप विनियम (१) में किसी बात के होते हुए यदि अपीलकर्ता, केन्द्रीय सरकार को संतुष्ट करता है कि इस अवधि के भीतर आवेदन न करने का पर्याप्त कारण है, तो तीस दिन की अवधि के बाद अपील स्वीकार किया जाएगा.

११. रद्द करना:-

(१) इन विनियमों के लागू होने के बाद इन विनियमों में बताए गए विषयों से सम्बन्धित प्रयोजनों के लिए मुरगांव पत्तन से लागू विनियमों को रद्द समझा जाएगा ।

(२) इस प्रकार की रद्द की बात होते हुए भी उन विनियमों के तहत किया गया कोई कार्य अथवा कार्रवाई, जहां तक इन विनियमों का सम्बन्ध है असंगत नहीं है, तो उपरकथित प्रावधानों के तहत इस प्रकार का काम अथवा कार्रवाई किया गया समझा जाएगा, मनों जब इस प्रकार का काम अथवा कार्रवाई किया गया, तब ये विनियम लागू थे और तदनुसार लागू रहेंगे.

मुरगांव पत्तन न्यास

यातायात विभाग

सेवा में,

यातायात प्रबन्धक,

मुरगांव पत्तन न्यास

दो वर्ष के लिए स्टीवीडोरिंग से संबंधित लाइसेंस
मंजूर करने नवीकरण करने के लिए आवेदनपत्र

१. आवेदनकर्ता का नाम :

२. क्या व्यक्ति, फर्म या कंपनी है :

३. पूरा पता :

४. उस स्टीमशिप/कंपनी/चार्टर आफ शिप/
माल के मालिक का/के नाम, जिनके सार्थ
उनके जलयानों माल से संबंधित कार्य के
लिए संविदा जारी है या करने का प्रस्ताव
है :

५. इस क्षेत्र में पहले का अनुभव
(पिछले तीन वर्षों में किए गए माल तथा
टन भार से संबंधित स्टीवीडोरिंग के कार्य
का ब्यौरा प्रस्तुत करें)

६. कामगार प्रतिपूर्ति अधिनियम, आदि के
अंतर्गत वेतनों, प्रतिपूर्ति के कारण दायित्वों
को पूरा करने के लिए वित्तीय योग्यता की
राशि बैंक से वित्तीय योग्यता का प्रमाण-
पत्र तथा आयकर निपटान प्रमाणपत्र प्रस्तुत
करें)

७. क्या संविदा किए गए जलयान/माल के
संबंधी कार्यों को करने के लिए आवेदक ने
पर्याप्त उपस्करों को प्राप्त कर लिया है/
करने को सहमत है।
(आवश्यक प्रमाणपत्र के साथ उपस्कारों
की सूची प्रस्तुत करें)

८. क्या आवेदक ने मुरगांव पत्तन न्यास गोदी
श्रम मण्डल, और समूहलाई के काम के लिए
ठेकेदार द्वारा सीधे नियोजित कामगार के
साथ हुए लेनदेन के कारण बिलों, यदि कोई
हो, का निपटान कर दिया है ?
(निकासी प्रमाणपत्र का प्रमाण प्रस्तुत
करें)

९. क्या लाइसेंस फीस की अदायगी की गई
है? यदि हां, तो रसीद प्रस्तुत करें

१०. जिस अवधि के लिए लाइसेंस मांगा गया
है, उन वर्षों के लिए स्टीवीडोर के रूप में
प्रत्याशित समूहलाई का कुल टन भार :

१. अयस्क टन टन

२. जनरल कार्गो टन टन

३. जोड टन टन

फार्म "ए"

११. पिछले दो वर्षों से वर्षवार समूहलाई गई टन भार :

१. अयस्क टन टन

२. जनरल कार्गो टन टन

३. जोड टन टन

मैं/हम पुष्टी करता हूं करते हैं कि दिए गए ब्यौरे मेरी/हमारी सर्वो-
त्तम जानकारी के अनुसार सत्य है।

मैं/हम लाइसेंस की मंजूरी के लिए किए गए अनुरोध पर विचार करने
के लिए अन्य कोई भी अपेक्षित सूचना प्रस्तुत करने/रिकार्ड प्रस्तुत करने
के लिए स्वीकृति देता हूँ/देते हैं।

मैं/हम मुरगांव पत्तन न्यास (स्टीवीडोरिंग को लाइसेंस जारी करना
विनियम, १९८६ का पालन करने के लिए सहमत हूँ/हैं तथा यदि मुझे
लाइसेंस जारी किया जाता है/नवीकृत किया जाता है, तो मैं/हम मुरगांव
पत्तन न्यास द्वारा समय-समय पर दिए गए निर्देशों का पालन करने के
लिए सहमत हूँ/हैं।

स्थान :

दिनांक :

आवेदक का हस्ताक्षर

मुरगांव पत्तन न्यास

यातायात विभाग

फार्म "बी"

मुरगांव पत्तन में स्टीवीडोरिंग से संबंधित कार्य करने के लाइसेंस

१. लाइसेंस धारक का नाम :

२. पता :

३. जिस अवधि के लिए लाइसेंस मंजूर
किया गया है :

४. कोई अन्य ब्यौरा जिसका वर्णन अपेक्षित
है :

५.

६.

७.

(मुहर)

लाइसेंस प्रदान करनेवाले

प्राधिकारी का हस्ताक्षर :

पदनाम :

स्थान :

शर्त :-

(क) वह यह सुनिश्चित करेगा कि उसके द्वारा नियोजित किए सभी
कर्मचारी तथा कामगार माल उतारने तथा नौभरण या यानांतरण करने
या प्रासंगिक कार्यों के दौरान भारतीय गोदी कामगार अधिनियम, १९३४,
भारतीय गोदी कामगार विनियम, १९४८, गोदी कामगार (सुरक्षा, स्वास्थ्य
और कल्याण) योजना, १९६१ उसके अंतर्गत जारी अधिसूचनाओं औद्यो-
गिक विवाद अधिनियम, १९४७, बोनस की अदायगी अधिनियम, १९६५

और फिलहाल लागू ऐसे कार्यों से संबंधित उसके अंतर्गत जारी विनियमों तथा योजनाओं के प्रावधानों का उचित अनुपालन करेंगे ;

(ख) वह उसके द्वारा प्रबन्ध किए गए उपस्करों से कार्य करेगा ;

(ग) उसके द्वारा प्रयुक्त किसी उपस्कर के कारण हुई दुर्घटना या क्षति के लिए वह अकेले उत्तरदायी होगा ;

(घ) उसके द्वारा निष्पादित कार्यों के संबंध में वह सभी स्वीकृत सुरक्षा प्रक्रियाओं का अनुपालन करेगा ;

(च) उसके द्वारा किए गए कार्यों से उत्पन्न तीसरे पक्ष के सभी दावों के संबंध में वह मण्डल को क्षतिपूर्ति करेगा ;

(छ) किसी स्टीवीडोर या उसके द्वारा नियोजित किसी कर्मचारी या कामगार द्वारा कार्य के कारण और कार्य के दौरान हुई दुर्घटना के परिणाम-स्वरूप कामगार क्षतिपूर्ति अधिनियम, १९२३ के प्रावधानों के तहत पत्तन न्यास/मण्डल को अपने किसी कर्मचारी अथवा कामगार अथवा उसके आश्रितों को क्षतिपूर्ति की अदायगी करनी पड़े, तो मण्डल को इस प्रकार अदा की गई रकम की प्रतिपूर्ति स्टीवीडोर करेगा और इस प्रकार के प्रयोजन के लिए कामगार क्षतिपूर्ति अधिनियम, १९२३ के अंतर्गत निर्धारित क्षतिपूर्ति की रकम मण्डल और स्टीवीडोर के बीच बंधनकारी और अंतिम होगी।

(ज) यदि इस प्रकार के किसी कार्य के दौरान मण्डल के किसी उपस्कर, संयंत्र तथा अन्य सम्पत्ति को क्षति पहुँचती है, तो अध्यक्ष, द्वारा उचित जाँच करवाने के बाद निर्णय की गई सीमा तक ऐसी हानि या क्षति के लिए स्टीवीडोर, मण्डल को प्रतिपूर्ति करेगा।

(झ) वह स्वयं तथा मण्डल के बीच प्रतिपूर्ति की अदायगी, उसकी मात्रा या संबंधित प्रश्नों के विवाद या मतभेद को मण्डल द्वारा नामित किए गए एकमात्र मध्यस्थ को भेजने के लिए सहमत होगा।

(ट) वह प्रत्येक जलयान, जिसके संबंध में उसने स्टीवीडोरिंग का कार्य किया है, में कम से कम एक अनुभवी व्यक्ति को पर्यवेक्षण के लिए नियोजित करने के लिए उत्तरदायी होगा ;

(ठ) उस पर इस बात को सुनिश्चित करने की, जिम्मेदारी होगी कि माल को हैच में उतारते समय या हैच से माल को बाहर निकालते समय पर्यवेक्षक निरीक्षण करेगा कि होल्ड में, डेक के बीच, गोदियों के बीच मर्क, जिसमें कि क्रास बीम्स और फोर व आप्ट बीम्स का प्रावधान किया गया है, ऐसे सभी बीम्स जो अपने स्थान में उचित रूप में जड़े हुए हैं और हैच कवरों को ठीक-ठाक बंद किया गया है तथा काम शुरू करने से पहले उनके स्थानान्तरण से बचने के लिए प्रभावी उपाय किए जाए तथा इस बात को सुनिश्चित किया जाए कि क्रेन के सांखल को हेचवे के आयातकर से बाहर न ले जाया जाए और कोमिंस से हुक छू न जाए एवं गेयर की किसी भी भाग से उलझ न जाए अथवा समुद्र तट के स्थापन को क्षति न पहुँचाए।

(ड) समय-समय पर अध्यक्ष अथवा यातायात प्रबन्धक द्वारा मांगी गई सूचना को वह तुरंत प्रस्तुत करेगा।

(ढ) वह यह सुनिश्चित करेगा कि मण्डल के सभी देयताओं का निश्चित तारीखों पर उसके लाइसेन्स का नवीकरण नहीं किया जाएगा तथा इन विनियमों के अधीन लाइसेन्स को रद्द किया जा सकता है।

(ण) सुरक्षा की अपेक्षाओं के अनुरूप अधिकतम उत्पादकता सुनिश्चित करने के लिए वह अपने द्वारा नियोजित किए गए कामगारों के संबंध में पर्याप्त अधीक्षण उपलब्ध कराएगा।

(थ) वह, सम्बन्धित माल के लिए विधिवत जाँच किये गये आवश्यक गेयर और उपकरण उपलब्ध करायेगा।

(द) वह आवधिक निरीक्षण अथवा निरीक्षक, गोदी सुरक्षा या यातायात प्रबन्धक द्वारा मांग किए जाने पर आवश्यक तापानुशीतन और जाँच प्रमाणपत्रों सहित उपस्कर, औजार प्रस्तुत करेगा।

(ध) वह कामगारों को माल के किस्म के लिए आवश्यक उचित सुरक्षात्मक उपकरण उपलब्ध कराएगा।

(न) वह स्टीवीडोरिंग का काम उसके अपने कर्मचारी और मुरगांव गोदी श्रम मण्डल से लिए गए कर्मचारी और कामगारों के माध्यम से ही कराएगा।

(प) वह यह सुनिश्चित करेगा कि मध्यावकाश के समय को छोड़कर, कामगार संपूर्ण पारी अवधि के दौरान कार्यस्थान पर उपलब्ध हो और अनुकूल उत्पादकता प्रदान करें तथा कार्य निष्पादन को सुधारने के लिए प्रभावी कदम उठाएगा।

(फ) समय-समय पर यातायात प्रबन्धक द्वारा दिए गए निदेश के अनुसार वह माल भरने, सिलाई करने तथा तोड़ने, माल का ढेर लगाने, माल का संचयन करने आदि जैसे अनुषंगी कार्यों के लिए पर्याप्त व्यवस्था करेगा।

(ब) वह अपने द्वारा नियोजित कामगारों को, केन्द्रीय सरकार और पत्तन तथा गोदी कामगार संघों के बीच समय-समय पर हुए वेतन समझौतों के अनुसार वेतन अदा करने को बाध्य करेगा।

(भ) वह अध्यक्ष की लिखित अग्रिम स्वीकृति के बिना लाइसेन्स में या उसके अंतर्गत किसी हित या लाभ को किसी भी प्रकार से अन्य व्यक्ति को न तो सौंपेगा, हस्तांतरित करेगा या किसी भी ढंग से उसको लागू करेगा।

(म) वह सुरक्षा, सुधारी हुई उत्पादकता तथा कामगार अनुशासन के हित में यातायात प्रबन्धक द्वारा समय-समय पर जारी किए गए अनुदेशों का पालन करेगा।

मुरगांव पत्तन न्यास,

मुरगांव गोवा,

१२ जनवरी, १९८८

आदेशानुसार

ए. बी. गाडगील

उप सचिव

(2nd time)

Advertisements

In the Court of the Civil Judge, Senior Division at Margao

Corrigendum to Notice dated 18-1-1988

Special Civil Suit No. 87/1987/A

Mrs. Branca Virginia Salvacao Moraes,
Housewife, aged 24 years, resident of
Assolda in Quepem Taluka.

— Plaintiff

V/s

Mr. Caetano Xavier da Costa, aged about
37 years, married occupation service,
resident of Girim Soriant in Nuvem of
Salcete Goa.

— Defendant

Notice

Whereas the above mentioned Special Civil suit filed by the Plaintiff against the defendant has been finally decided by this Court vide Judgment dated 30-11-1987.

The marriage between the plaintiff and defendant solemnized in the Office of Civil Registrar, Margao on 20-4-1986 and registered under entry No. 57/1986 is ordered to be annulled.

Given under my hand and the seal of the Court this 18th February, 1988.

M. D. Kamat, Civil Judge, Senior Division, Margao.

V. No. 6095/1988

**In the Court of the Civil Judge, Senior Division
at Mapusa**

Special Civil Suit No. 50/1984

Mr. Luis Santana Andrade, residing at
Fabodvagem, 21nb, 14200 Trangsumd,
Sweden, through his Attorney Mrs.
Annie Andrade, residing at Candolim,
Bardez-Goa.

— Plaintiff

V/s

Mrs. Perpetua Andrade, @ Perpetua de
Souza, residing at Fabodvagem, 21nd,
1400 Trangsumd, Sweden.

— Defendant

Notice

2 It is hereby made known to the public that by Judgment and decree of this Court dated 18th July, 1987, this Court has held conclusively that the foreign judgment dated 23-11-1982 of the District Court Huddinge and Sweden, dissolving the marriage of the parties herein by mutual consent and accordingly the marriage between the plaintiff, Mr. Luis Santana Andrade with defendant, Mrs. Perpetua Andrade @ Perpetua de Souza, registered against entry no. 140 of the marriage registration of the year 1981 shall stand dissolved by Divorce granted by the said Court.

Given under my hand and the seal of the Court, this 15th day of January, 1988.

Nelson A. Britto, The Civil Judge, Senior Division, Mapusa.

V. No. 6142/1988

**In the Court of Additional Civil Judge
Senior Division at Margao**

Special civil suit no. 28/86/B

Smt. Ixarti Gopinath Sukodkar alias
Reshma Ramesh Govenkar, alias
Reshma Chondru Goencar, resident
of Roundfond, Navelim.

— Plaintiff

versus

Shri Ramesh Laxman Govenkar, alias
Chondru Goencar, son of Laxman Go-
venkar, resident of House no. 31,
Khorli, Mapusa.

— Defendant

Notice

3 It is hereby made known to the public in general that by way of judgment & Decree passed on 14th day of December, 1987, the marriage solemnized between the plaintiff and the defendant abovenamed in the Office of Civil Registrar, Margao, against entry no. 198/79 of the Marriage Registration Book of the year 1979, stands dissolved by way of Divorce.

Given under my hand and the Seal of the Court, this 7th day of March, 1988.

Sadanand B. Naik, Addl. Civil Judge, Sr. Dvn., Margao.

V. No. 6119/1988

**Office of the Civil Registrar-cum-Sub-Registrar,
and Notary Ex-Officio of this Judicial Division
Salcete - Margao**

Domingos António Conceição Morais, Civil Registrar-cum-Sub-Registrar and Notary Public Ex-Officio in the Judicial Division (Comarca) of Salcete at Margao

4 In accordance with para first of art. 179 of Law No. 2029 dated 6th August, 1951 and for the purpose of paragraph second of the said article, it is hereby made public, that by a deed of qualification of heirs or Succession, dated fourth December, 1987, drawn by me the said Notary public ex-officio, at page 86 onwards of Notarial book of deeds No. 1313 of this Office, it has been declared as follows:— That Miss. Melba da Costa, died intestate at Bombay on 22-10-1977, in the status of unmarried, leaving no descendants, but leaving behind her universal heirs, her parents

Shri Cecilio Pedro Xavier do Rosario da Costa alias Dr. Cecil De Costa or even Dr. C. D'Costa and Smt. Neves Beatriz Assumpcao da Silva alias Nevie D'Costa or Nevie Da costa. That thereafter on 15th June, 1983 died intestate in Bombay the said Smt. Neves Beatriz Assumpcao da Silva alias Nevie D'Costa or Nevie Da Costa. Thereafter died the said Shri Cecilio Pedro Xavier do Rosario da Costa alias Dr. Cecil Da costa or even Dr. C. D'Costa, in Bombay, on fourth September, 1987, who left a last Will and Testament dated 9-6-1985, executed before the advocate Dhiraj Mirajkar, 16 Gool Mahal, Sleater Road Bombay, 00007, in favour of his only son, Shri George Melville Socrates da Costa, married to Severina Emilia Vaz, medical practitioner, residing at Majorda and temporarily in Bombay. That both the deceased left behind as their only and universal heir, their son the said Shri George Melville Socrates da Costa, married to Severina Emilia Vaz, medical practitioner, there being no one else who could prefer him or concur with him in the inheritance left by his deceased parents the above said Cecilio Pedro Xavier do Rosario da Costa and Nevie Da Costa.

Margao, 29th February, 1988.— The Notary ex-officio,
Domingos António Conceição Morais.

V. No. 6205/1988

**Office of the Civil Registrar-cum-Sub-Registrar and
Notary Ex-Officio, Bardez-Mapusa**

Prabhakar Vamanrao Suriyarao Sardessai, Civil Registrar-cum-Sub-Registrar and Notary Public Ex-Officio, Bardez—Mapusa.

5 In accordance with paragraph 1st of Article 179 of Law No. 2049, dated 6-8-1951 and for the purpose of paragraph 2nd of the same Article, it is hereby made public that by a "Deed of declaration of Succession" executed on 29-2-1988 at page 96 onwards of Book No. 733 of Deeds, the following is recorded: That on fifth April nineteen hundred eighty four, died at Holy Cross Hospital, Mapusa, Diogo Joao Sequeira alias Diogo Joao Siqueira alias Diogo Joao de Sequeira in the status of married to Dorotina Jessie de Souza alias Dorotea Jessie de Souza alias Dorotea Jessie de Souza e Sequeira alias Dorothy Jessie Souza Sequeira without will or any other disposition of his last wish leaving behind him his widow the said Dorotina Jessie de Souza as half shared and his two children namely (a) Dolenza Jane Sequeira, unmarried, major of age, resident of Mapusa and (b) the party Diogo Joao Xavier Sequeira, unmarried, major of age, businessman, resident of Duler, Mapusa as his sole and universal heirs.

And there is not other person or persons who as per the prevailing law in force in this state of Goa may be preferred to the aforesaid heirs and who may have a better claim to the estate left by the said deceased abovementioned.

Mapusa, 3rd March, 1988.— The Civil Registrar-cum-Sub-Registrar and Notary Public Ex-Officio, P. V. S. Sardessai.

V. No. 6148/1988

Prabhakar Vamanrao Suriyarao Sardessai, Civil Registrar cum-Sub-Registrar and Notary Ex-Officio, Bardez-Mapusa.

6 In accordance with paragraph 1st of Article 179 of Law No. 2049 dated 6-8-1951 and for the purpose of paragraph 2nd of the same Article it is hereby made public that by a "Deed of declaration of Succession executed on 9-2-1988 at page 78 reverse onwards of Book No. 733 of deeds the following is recorded:—

That on 18th March 1973 died in Goa Medial College, Panjim Hospital Cristalina Fernandes alias Maria Cristalina Fernandes in the status of married to Triandade Franco alias Franco Trindade who also died on 3rd May 1973 at Duler, Mapusa, both of them without will or any other disposition of their last wishes leaving behind them as their sole universal heirs their following children namely a) Joaquim Mariano alias Joaquim Mariano Franco married Merciana Franco b) Maria Piedade Franco alias Maria Piedade married to Paulo Velho c) Berta Esmeralda Flora Franco alias Berta Esmeralda Flora Franco Fernandes married to Aleixo Sebastiao Fernandes and d) Domnica Franco alias Domnica Franco Rodrigues married to Peter Rodrigues. That on 3rd November 1987 by deed of renunciation executed in this Office and recorded at pages one onwards of Book No. 733

the said Maria Piedade Franco, Berta Esmeralda Flora Franco and Dominica Franco along with their husbands abovementioned have renounced, released and relinquished gratuitously in favour of other co-heirs and in terms of article 2029, of the Portuguese Civil Code in force in the State of Goa all the rights, claims and interest. Hence the said Joaquim Mariano alias Joaquim Mariano Franco is the sole and universal heir.

And there is no other person or persons who as per the prevailing law in force in this State of Goa may be preferred to the aforesaid heir and who may have a better claim to the estate left by the said deceased above mentioned.

Mapusa, 7th March, 1988. — The Civil Registrar-cum-Sub-Registrar and Notary Ex-Officio, P. V. S. Sardessai.

V. No. 6170/1988

Prabhakar Vamanrao Suriyao Sardessai, Civil Registrar-cum-Sub-Registrar and Notary Ex-Officio, Bardez-Mapusa.

7 In accordance with paragraph 1st of Article 179 of Law No. 2049 dated 6-8-1951 and for the purpose of paragraph 2nd of the same Article it is hereby made public that by a "Deed of declaration of Succession executed on 12-1-1988 at page 58 reverse onwards of Book No. 733 of deeds the following is recorded:—

That on twenty third July, nineteen hundred and twenty four died at Mapusa Angelica Quiteria Carmelina Ferrao wife of first nuptials of Antonio Joao de Melo, without will or any other disposition of her last wish, leaving behind her, her husband the said Antonio Joao de Melo as half sharer and her only daughter Sabina Conceição de Melo married to Vital de Souza alias Vital D'Souza as her sole and universal heiress. That on twenty fourth October, nineteen hundred and fifty six died at Acol, Mapusa Caludina Sebastiana Nunes, wife of second nuptials of Antonio Joao de Melo, without ascendants, descendants or collaterals, without will or any other disposition of her last wish, leaving behind her, her husband the said Antonio Joao de Melo as her sole and universal heir. That on sixth May, nineteen hundred and fifty nine, died at Mapusa the said Antonio Joao de Melo in the status of widower, without will or any other disposition of his last wish, leaving behind him, his only daughter the said Sabina Conceição de Melo married to the said Vital de Souza alias Vital D'Souza as his sole and universal heiress. That on seventh July, nineteen hundred and seventy four died at Mapusa clinic the said Vital D'Souza in the status of married to the said Sabina Conceicao de Melo, without will or any other disposition of his last wish, leaving behind him his widow the said Sabina Conceicao de Melo as half sharer and as his sole and universal heirs his following children namely (a) Clemente Piedade de Sousa and (b) Matias Cipriano de Sousa, the party, both married, of age, businessmen, residents of Mapusa.

And there is no other person or persons who as per the prevailing law in force in this State of Goa may be preferred to the aforesaid heirs and who may have a better claim to the estate left by the said deceased abovementioned.

Mapusa, 7th March, 1988. — The Civil Registrar-cum-Sub-Registrar and Notary Ex-Officio, P. V. S. Sardessai.

V. No. 6171/1988

Administration Office of the Comunidades of Salcete and South Zone, Margao

Notice

8 In terms and for the purpose established in article 330 of the Code of Comunidades in force, it is hereby announced that Shri Shridhar B. Naik Kurade, D-1-1, Junta Quarters, Pajifond, Margao — Goa, has applied on lease (aforamento basis), for construction of a house, without auction, an uncultivated unused and hilly plot, sub-division No. 6, comprising in plot No. CCXXX, known as "Terreno Oiteiral", surveyed under Chalta No. 1. of P.T.S. No. 195 of City Survey Margao, admeasuring 305 sq. mts. belonging to the Comunidade of Margao, which is bounded on east by S. D. Plot No. 7, by

west S. D. No. 5, by north excess road of Comunidade, by south remaining part of P.T.S. No. 195 of Chalta No. 1. File No. 42/1987.

If any person has any objection against the proposed allotment he/she should submit his/her objection in writing to the Administrator of Comunidades of Salcete and South Zone, Margao, within 30 days from the second publication of this notice in the Official Gazette.

Margao, 19th February, 1988. — The acting Secretary, Babu Visvonata Naik Dessai.

V. No. 6006/1988

(Repeated)

Administration Office of Comunidades of Bardez

Notice

9 In accordance with the terms and for the purpose established in article 330, of the Code of Comunidades, in force, it is hereby announced that Shri Yeshwant Duclio Gavde, C/o. Babuso Gaunkar, M.L.A. Alto Betim, Bardez-Goa, has applied on lease for the Institutional purpose, the uncultivated and unused plot of land comprised in lote No. 156, surveyed under Survey No. 106, situated at Penha de France Village of Bardez Taluka, and belonging to the Serula Comunidade, covering an area of 2000.00 sq. metres. It is bounded on the East by private property, on the West by 15 metres road, on the North by 15 metres road and on the South by Comunidade land after which lies National Highway Panaji to Mapusa. — File No. 4-29-87-ACB/1987.

If any person has any objection against the proposed lease, he/she should submit his/her objection in writing to the Administrator of Comunidades of Bardez, within 30 days from the date of second publication of this notice in the Official Gazette.

Mapusa, 9th March, 1988. — The acting Secretary, Jacob Agostinho Diniz.

V. No. 6164/1988

"Comunidades"

ANJUNA

10 The above mentioned Comunidade is hereby convened to meet at its meeting place on 3rd Wednesday, after the publication of this notice in the Official Gazette, at 10.00 a.m. in order to give its opinion on the File No. 176/1981, in which Shri Vassudeva J. Sawal, resident of Quepem, has applied on lease for construction of a residential house, the uncultivated and unused plot of land named "Deuladi", lote No. 465, talhao No. 67, situated at Anjuna and belonging to the Anjuna Comunidade, covering an area of 360 square metres. It is bounded on the east by talhao No. 69, on the west by talhao No. 65, on the north by the road reserved by the Comunidade and on the south by talhao No. 66, without the formalities of auction for being Government Servant.

Anjuna, 2nd March, 1988. — The Clerk, Ivo Monteiro.

V. No. 6154/1988

11 The above mentioned Comunidade is hereby convened to meet at its meeting place on 3rd Wednesday, after the publication of this notice in the Official Gazette, at 10.00 a.m., in order to give its opinion on the File No. 23/1982, in which Shri Datta Jeganata Agarvadekar, resident of Anjuna, Bardez-Goa, has applied on lease for construction of a residential house, the uncultivated and unused plot of land named "Deuladi", lote No. 465, talhao No. 58, situated at Anjuna and belonging to the Anjuna Comunidade, covering an area of 360 square metres.

It is bounded on the east by talhao No. 60, on the west by talhao No. 56, on the north by talhao No. 59 and on the south by the road reserved by Comunidade, without the formalities of auction for being Government Servant.

Anjuna, 2nd March, 1988. — The Clerk, Ivo Monteiro.

V. No. 6155/1988

CANDOLA

12 The above mentioned Comunidade is hereby convened for an extraordinary meeting in its Meeting Hall at 11 a.m. on 3rd Sunday after the publication of this notice in the Official Gazette in order to give its opinion on the File No. 185/1984 in which Shri Gangadhar Nonu Naik Gaonkar resident of Candola, Goa has applied on lease for construction of a residential house a plot of land named "Narayan Tamb" surveyed under No. 104/2, covering an area of 600 sq. metres. It is bounded on the east by road, on the west and the north by water stream and on the South by Comunidade land, without formalities of auction as he is a Government servant. And also File No. 184/1984 in which Shri Mohan Ramkrishna Naik, Ambiem Wada has applied on lease for construction of a residential house a plot of land named "Narayan Tamb" surveyed under No. 104/2 covering an area of 600 sq. metres. It is bounded on the East road and Comunidade land, West Comunidade land, North Comunidade land and South road and Comunidade land, without formalities of auction as he is a share holder.

And also Shri Raguvir Madhu Naik, resident of Candola, Ambem Wada has applied on lease for construction of a residential house surveyed under No. 104/2 a plot of land named "Narayan Tamb" of file No. 183/1984 of an area of 600 sq. metres. It is bounded on the East Comunidade land and road, West property of Dhupkar, North Comunidade land, South road, without formalities of auction as he is a share holder.

Candola, 8th March, 1988. — The Clerk in charge, *Devidas Laxman Gaonkar*.

V. No. 6172/1988

ASSONORA

13 The above mentioned Comunidade is hereby convened for a General Body meeting of the components of the said Comunidade, at its Meeting Hall after the publication of this meeting on 27th March, 1988, Sunday at 10.00 a.m. in order to give the opinion on request of playground for Village Panchayat of Assonora situated at Assonora and belonging to the Comunidade of Assonora.

Assonora, 8th March, 1988. — The Clerk (L.D.C.), *Anand Shankar Naik*.

V. No. 6174/1988

SERULA

14 The above mentioned Comunidade is hereby convened to meet at its meeting place on 3rd Sunday, after the publication of this notice in the Official Gazette, at 10 a.m. in order to give its opinion on the file No. 1-41-87-ACB/1987, in which Smt. Usha C. Kholkar resident at Panaji, applies for construction of a residential house the uncultivated and unused plot No. 44 of lote No. 155 situated at Alto of Britona and belonging to this Comunidade covering an area of 400.00 sq. metres. It is bounded on the East by plot No. 51, on West by 15 metres proposed road on North by plot No. 45 and on South by 10 metres proposed road.

Socorro, 9th March, 1988. — The Clerk, *Madeva Bicu S. Mulgaonkar*.

V. No. 6177/1988

15 The above mentioned Comunidade is hereby convened to meet at its meeting place on 3rd Sunday after the publication of this notice in the Official Gazette, at 10 a.m. in order to give its opinion on the file No. 21/1980, in which Shri Villas M. Chari, resident at Panaji, applies to grant him one year extension of time limit for completion of construction of the building granted to him in the said file.

Socorro, 9th March, 1988. — The Clerk in charge, *Madeva Bicu Sinai Mulgaonkar*.

V. No. 6187/1988

CANACONA

16 The above mentioned Comunidade is hereby convened for an extraordinary meeting at Mallicarjun Temple Hall at 11 a.m. on third Sunday after the publication of this notice in the Official Gazette, with the representation of majority of

share holders in connection with file no. 3/1945, wherein Balcrisna Nilu Naique Gauncar from Nagorcem, has applied for a plot of land of the Comunidade of Canacona, known as Dablamol or Cazumol, situated at Chanfoli, to decide the following: —

Whether it is convenient to submit the file to higher authorities for regularizing the encroachment of the plot measuring 39.625 sq. m. for an annual lease rent of Rs. 3.12p. priced fixed at the time of inspection of the plot held on 2-11-1945 or on the basis of market value indicated by the Mamlatdar in 1987 @ Rs. 1.30 p. per sq. m. considering that no auction of the plot was held.

Chauddi, 7th March, 1988. — The U.D.C., *Rajendra Babu Dessai*.

V. No. 6197/1988

Institute of Public Assistance

(Provedoria da Assistencia Publica)

Panaji - Goa

87TH "MEENAKSHI WEEKLY LOTTERY"

Date of draw: 16th February, 1988.

Results

First Prize (1): 1.00.000/- MM 279626
(Common to all Series).

Second Prize (3): Rs. 5.000/- each: (One in each Series).
MM 168000 MN 561212 MO 177158

Third Prize (150): Rs. 500/- each: Numbers ending with last 5 digits in all Series as follows:

34135	88226	45982	36045	20730
61673	97826	70348	12194	78190

Fourth Prize (1.500): Rs. 50/- each: Numbers ending with last 4 digits in all Series as follows:

4115	4611	9965	0962	4397
1681	3195	6883	9752	1201

Fifth Prize (1.500): Rs. 20/- each: Numbers ending with last 4 digits in all Series as follows:

5226	1176	9877	9223	5514
0321	4886	4806	5381	0326

Sixth Prize (15.000): Rs. 10/- each: Numbers ending with last 3 digits in all Series as follows:

042	126	272	390	495
575	676	770	860	935

10% of the first prize will be deducted from the prize money.

Panaji, 16th February, 1988. — The Director, *S. K. Jain*.

Institute of Public Assistance

(Provedoria da Assistencia Publica)

Panaji - Goa

77th "SRI-VISHNU WEEKLY LOTTERY"

Date of draw: 19th February, 1988

Results

1st Prize (1): Rs. 1.00.000/- SVC 479378
(Common to all Series).

2nd Prize (3): Rs. 5.000/- each (One in each Series).
SVB 189077 SVC 461605 SVD 131033

3rd Prize (150): Rs. 500/- each: Numbers ending with last 5 digits in all Series as follows:

78563	85145	68234	60255	84411
77406	82646	47234	65037	51771

4th Prize (1,500): Rs. 50/- each: Numbers ending with last 4 digits in all Series as follows:

1078	3125	7824	1437	6140
6701	7929	5482	1522	5235

5th Prize (1,500): Rs. 20/- each: Numbers ending with last 4 digits in all Series as follows:

1703	4344	6176	3662	5505
6898	6005	1711	9080	1663

6th Prize (15,000): Rs. 10/- each: Numbers ending with last 3 digits in all Series as follows:

074	135	295	318	430
598	655	734	839	918

10% of the 1st Prize will be deducted from the prize money.

Panaji, 19th February, 1988. — The Director, S. K. Jain.

Institute of Public Assistance

(Provedoria da Assistencia Publica)

Panaji - Goa

62nd "SRI-GANAPATHY WEEKLY LOTTERY"

Date of draw: 22nd February, 1988.

Results

1st Prize (1): Rs. 1,00,000/- GPM 211881
(Common to all Series).

2nd Prize (3): Rs. 5,000/- (One in each Series).

GPK 376450	GPL 310665	GPM 206448
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3rd Prize (150): Rs. 500/- each: Numbers ending with last 5 digits in all Series as follows:

65797	78056	60374	92503	92906
04038	68424	22951	55740	03954

4th Prize (1,500): Rs. 50/- each: Numbers ending with last 4 digits in all Series as follows:

6365	0956	1739	5201	7736
6218	6481	4190	1659	3521

5th Prize (1,500): Rs. 20/- each: Numbers ending with last 4 digits in all Series as follows:

7513	7398	8026	6747	1691
9926	5475	4942	3502	7412

6th Prize (15,000): Rs. 10/- each: Numbers ending with last 3 digits in all Series as follows:

050	147	295	328	432
598	635	716	803	987

10% of the 1st Prize will be deducted from the prize money.

Panaji, 22nd February, 1988. — The Director, S. K. Jain.

Institute of Public Assistance

(Provedoria da Assistencia Publica)

Panaji - Goa

88th "MEENAKSHI WEEKLY LOTTERY"

Date of Draw: 23rd February, 1988.

Results

1st Prize (1): Rs. 1,00,000/- MP 346034
(Common to all Series)

2nd Prize (3): Rs. 5,000/- each (One in each Series).

MP 406963	MQ 461226	MR 579718
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3rd Prize (150): Rs. 500/- each: Numbers ending with last 5 digits in all Series as follows:

00274	57417	89401	93396	58544
45380	40801	37998	67954	57984

4th Prize (1,500): Rs. 50/- each: Numbers ending with last 4 digits in all Series as follows:

4811	8829	1809	9736	2047
0865	6741	8963	1582	1693

5th Prize (1,500): Rs. 20/- each: Numbers ending with last 4 digits in all Series as follows:

6207	8715	5429	5666	0672
6750	9060	6182	4194	4330

6th Prize (15,000): Rs. 10/- each: Numbers ending with last 3 digits in all Series as follows:

049	110	239	304	421
565	667	760	832	987

10% of the first prize will be deducted from the prize money.

Panaji, 23rd February, 1988. — The Director, S. K. Jain.

"Devalaia"

SHRI SHIVNATH SOUNSTHAN SHIRODA, PONDA-GOIA

21 The General Body of Mahajans of the Devasthan is convened to meet at its usual meeting place at 10.00 a.m. on 3rd Sunday after publication of this notice in the Official Gazette in order to give its opinion on the proposal of the Managing Committee on the resolution held on 31st January 1988 last to allow all the devotees of Hindu Community to perform Puja/Abhishek to Murti (Linga) on the days of Shravanmas and Mahashivratri at the front part of the temple rather Chauka.

Siroda, 7th March, 1988. — The Secretary of Devasthan, Shambhu B. Prabhu Dessai,

V. No. 6141/1988

Private Advertisements

22 Antonio Bonifacio D'Souza, from Nerul, announces that he wishes to transfer in his name Titulo no. 1311 Ren. Let. A comprising one share No. 3700 of the Comunidade of Nerul belonging to his late mother Mrs. Eliza de Souza and to collect from the coffers of same Comunidade the dividends accrued but not lapsed of above-referred share below Rs. 500/-. Objections if any, should be raised before the competent authority within legal time limit.

V. No. 6112/1988

23 Lawrence D'Mello, from Nerul, announces that he wishes to transfer in his name Titulo no. 165 Ren. Let. A comprising one share No. 1723 of the Comunidade of Nerul belonging to his late mother Mrs. Maria Helena Rodrigues and to collect from the coffers of same Comunidade the dividends accrued but not lapsed of above referred share below Rs. 500/-. Objections if any, should be raised before the competent authority within legal time limit.

V. No. 6113/1988

24 Joseph Nicholas Teodosio Rodrigues, from Nerul, announces for legal purposes that he wishes to transfer in his name two titles bearing No. 1242 Ren. AA and 1243 Ren. AA comprising shares No. 3661 and 3662, respectively, belonging to his late father-in-law and also to collect from coffers of Comunidade of Nerul a sum of Rs. 356-06 n.p. of dividends of same shares relating to years 1980 to 1987.

Those who think any right may raise their objection before competent authority within time limit as per law.

V. No. 6201/1988

25 Laura Augusta Rodrigues, from Nerul, for legal purposes announces that she wishes to transfer in her name one title No. 50 E.R.R.A comprising share No. 969 of the Comunidade of Nerul belonging to her late husband Tito Manoel Francisco Rodrigues and also to collect from the coffer of Comunidade a sum of Rs. 184-10 n.p. of dividend for years 1978 to 1987.

Those who think any right may raise their objection before competent authority within time limit as per law in force.

V. No. 6202/1988

26 Tiburcio de Braganza, resident at Vasco D'Gama, for legal purposes announces that he wishes to renew his one share of the Comunidade of Nerul, bearing title No. 1041-A comprising share no. 3460 as it is lost. Those who think any right to same share may raise objection before competent authority within time limit prescribed in Code of Comunidades in force.

V. No. 6203/1988

27 Leopoldina D'Melo, resident at Nerul, wishes to transfer in her name two titles Nos., 94-CH and 94-CI bearing shares Nos. 1263 and 1264, respectively, of the Comunidade of Nerul belonging to her late husband Damaceno Jacinto de Melo, also from Nerul and to collect its unpaid and unexpired dividends standing in the name of the deceased Damaceno, from the coffer of the Comunidade of Nerul, and invites claim from the interested parties, if any, within the prescribed time limit, before the competent authority.

V. No. 6204/1988

Government Press

Notice

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